

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down Thirty Thousand and 00/100 Dollars (\$30,000.00) of the purchase money as security for the performance of this agreement. If any dispute arises among the bidders, such dispute shall be raised immediately, and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids.

2. Purchaser shall pay the balance of the purchase money on or before August 5, 2022 (Settlement). Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

3. Seller represents (a) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder of Deed's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (b) that no part of the property, except any part within utility reserved strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement which is not apparent upon reasonable physical inspection, except as noted in these conditions.

4. Any survey desired by Purchaser shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for the premises is R-1 Rural Residential. The premises is not in the historic district.

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as electric, heating, plumbing, lighting, and water plants, fixtures and systems; water softeners; central air conditioning system; stove; storm and fitted screen doors and windows; venetian blinds, curtain and drapery rods and hardware; cabinets; awnings; garbage disposal; and any articles permanently annexed to the property not specifically mentioned.

The following specially are NOT included in the sale: Not Applicable

8. At settlement the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for: (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's and Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

9. Formal tender of deed and purchase money are waived. Settlement shall be made at the office of attorney or title company for Purchaser in Lancaster or Chester County, Pennsylvania.

10. Seller agrees to continue in force the present fire insurance amounting to \$300,000.00 until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of deed or possession shall be credited upon the purchase money. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

11. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal

year basis.

12. Seller shall pay acknowledgments to the deed.
13. All Real Estate Transfer Taxes shall be paid by the Purchaser.
14. The property is not served by public sewer or water.
15. Any "Disbursement" or similar fees purported to be charged by Purchaser's title insurance company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.
16. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms the premises are resold, or (b) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down-payment as security for or toward payment of any such loss.
17. The property to be sold is described in Exhibit "A" appended hereto and made a part hereof.
18. No representations are being made by Seller as to the condition of the improvements situated on the premises, and this sale is NOT contingent upon any desire of Purchaser, or requirement of Purchaser's mortgagee/s, that there be satisfactory plumbing, heating, roofing, or termite or other inspections made prior to Settlement. If any corrections are determined to be advisable or required by any lender, such corrections or any other action shall be made at the sole expense of the Purchaser.
19. The premises are being sold "as is". Seller has no obligation to comply with any requirements of a lender to Purchaser.
20. Seller makes no warranty as to condition of the property as to environmental matters. Seller has conducted no investigation but has no actual knowledge of any environmental hazards, including, but not limited to, radon, asbestos, and urea-formaldehyde insulation. This sale is not conditioned in any way

upon satisfactory tests having been made prior to Settlement.

21. The premises are subject to the riparian rights of others in and to the stream crossing the premises.

22. The premises are subject to the conditions, easements and other matters shown on the Plan for Israel F. Stoltzfus and Lizzie S. Stoltzfus as recorded in Subdivision Plan Book J-121, Page 48, which is appended hereto as Exhibit "B" and made a part hereof.

23. There is no community sewage system available for this tract. A permit for a new, expanded or changed individual sewage system will have to be obtained pursuant to Section 7 of the Pennsylvania Sewage Facilities Act (Act No. 537 of Jan. 24, 1966, P.L. (1965) 1535; 35 P.S. §750.7

Purchaser should contact Little Britain Township to determine the procedure and requirements for obtaining a permit for any new, expanded or changed individual sewage system.

24. Although the water supply has been sufficient for use of 4 persons, no representation is made either as to potability or as to sufficiency of supply for needs of any particular purchaser.

PAUL A. PAYNE ESTATE

Mitchell A. Payne-Executor

Michael P. Payne-Executor

Melissa L. Rutt-Executor

Exhibit "A"

TRACT 1

ALL THAT CERTAIN tract or lot of land, situated in Little Britain Township, Lancaster County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner on the State Road, a corner of land of the Chester Water Co., thence leaving said road, by said land, South 41° and 20' East, 14.7 perches to a stone and by said land, South 8° and 40' East, 22 perches to a stone, thence by land of Samuel Greer, South 52° West, 29.44 perches to a stone, a corner of land of Grady Payne, thence by said land, North 30° West, 31 perches to a corner in the first mentioned State Road, thence along in said State Road, North 45° and 30' East, 36 perches to the place of beginning.

CONTAINING 6 acres and 120 perches more or less by a survey of February 19, 1952, by Jerre P. Trout, (Registered Engineer).

BEING THE SAME PREMISES which Grady S. Payne and Dora L. Payne, his wife, by Deed Dated September 30, 1966, and Recorded October 3, 1966, in the Recorder's Office in and for Lancaster County, PA, in Deed Book C, Volume 56, page 743, granted and conveyed unto Paul A Payne and Joanne M. Payne, his wife, their heirs and assigns, as tenants by the entirety.

TRACT 2

ALL THAT CERTAIN tract of land situate to the rear of Spruce Grove Road (LR 36141) in the Township of Little Britain County of Lancaster and Commonwealth of Pennsylvania, being Lot No. 2 (add-on) as shown on a plan made for Israel F. Stoltzfus and Lizzie S. Stoltzfus and recorded in Subdivision Plan Book J-121, page 48 and more fully bounded and described as follows:

STARTING at the northwest corner of the Israel Stoltzfus property at a large stone which is the corner between Israel Stoltzfus, Paul Payne and the Chester Water Works; thence along lands of the Chester Water Works, South 25 degrees 15 minutes East, a distance of 206.80 feet to an iron stake; thence along lands of Israel Stoltzfus, South 52 degrees 19 minutes West, a distance of 410.50 feet to an iron stake; thence along lands of Max Miller, North 31 degrees 43 minutes West, a distance of 260.66 feet to a large stone; thence along land of Paul Payne, North 52 degrees East, a distance of 434.15 feet to the beginning.

CONTAINING 1.98 acres.

BEING THE SAME PREMISES which Israel F. Stoltzfus and Lizzie S. Stoltzfus, his wife, by Deed Dated November 13, 1980 and Recorded November 13, 1980 in the Recorder's Office in and for Lancaster County, PA in Deed Book I, Volume 81, page 392, granted and conveyed unto Paul A. Payne and Joanne M. Payne, his wife, ~~their~~ heirs and assigns, as tenants by the entirety.

AND THE SAID Joanne M. Payne died January 10, 2012 whereupon title vested solely into Paul A. Payne by the right of survivorship.

AND THE SAID Paul A. Payne died October 19, 2021 leaving a Last Will and Testament duly probated and remaining of record in the Register of Wills Office in and for Lancaster County, PA to File No. 36-21-03193, wherein, inter alia, he appointed Joanne M. Payne Executrix thereof, and if she is unable or unwilling to act as such, her appointed Mitchell A. Payne, Michael P. Payne and Melissa L. Rutt, Co-Executors thereof.

AND THE SAID Joanne M. Payne predeceased Paul A. Payne as above-recited, whereupon Letters Testamentary were granted to Mitchell A. Payne, Michael P. Payne and Melissa L. Rutt on November 19, 2021.

Exhibit "B"

LANCASTER COUNTY PLANNING COMMISSION'S FINAL PLAN APPROVAL CERTIFICATE

AT A MEETING HELD ON 10/14/80, THE LANCASTER COUNTY PLANNING COMMISSION APPROVED THIS PROJECT, INCLUDING THE COMPLETE SET OF PLANS AND INFORMATION WHICH ARE FILED WITH THE COMMISSION IN FILE NO. 7-1071, BASED UPON ITS COMPLIANCE WITH THE STANDARDS OF THE LANCASTER COUNTY SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

CHAIRMAN: John R. Longenecker, Jr.

VICE CHAIRMAN

RECORDED OF DEEDS CERTIFICATE

RECORDED IN THE OFFICE FOR RECORDS OF DEEDS, IN AND FOR LANCASTER COUNTY, PENNSYLVANIA, IN SUBDIVISION PLAN BOOK 2-144, VOLUME 1, PAGE 25, WITNESS MY HAND AND SEAL OF OFFICE THIS 24th DAY OF OCTOBER A.D. 1980.

RECORDED: John R. Longenecker, Jr.

SITE DATA

MIN. LOT AREA: 1100 SQ. FT. (1.00 AC.)
NO. LOTS: 3 (LOT #2 IS AN ADD-ON LOT)
ACRES REMAINING: 24.51
DENSITY: 0.9 DWELLING UNITS/ACRE
ZONING: R-1, MIN. LOT SIZE: 100 ACRES

USE OF LAND:

- 1. OFF STREET PARKING WILL BE PROVIDED
2. ON LOT PERCOLATION TESTS WILL BE TAKEN PRIOR TO SALE OF LOT OR CONSTRUCTION OF SEWER, AND RECORDS SUBMITTED TO THE STATE DEPT. OF ENVIRONMENTAL PROTECTION AND TRANSPORTATION FOR APPROVAL
3. ON LOT INSPECTION AND APPROVAL OF SEWER TRUNK AND THIS FIELD INSTRUMENTS WILL BE MADE BY STATE DEPT. OF ENVIRONMENTAL PROTECTION OR BY TOWNSHIP OFFICIALS
4. MANHOLES OR LOT MARKERS WILL BE PLACED UPON COMPLETION OF GRADING
5. PROPOSED LAND DRAINAGE
LOT #2 (ADD-ON): ACQUITTANCE TO BE TAKEN WITH LANDS OF THIS DATE
LOT #3: SINGLE FAMILY RESIDENCE

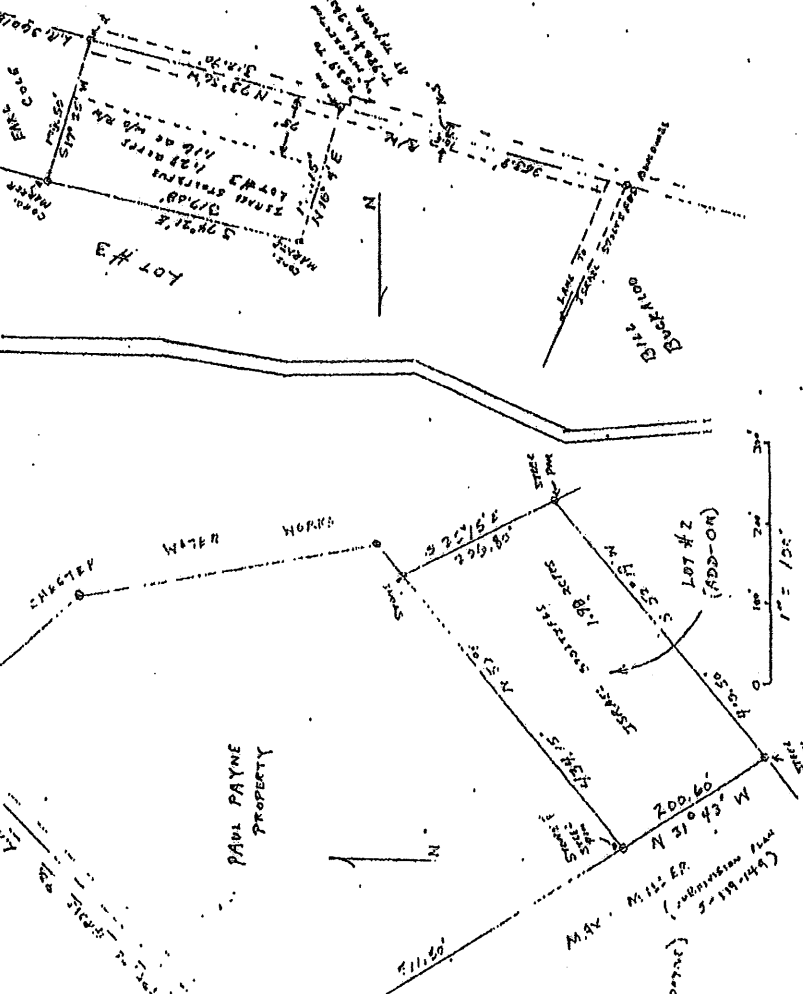
LOCATION MAP



LOCAL MUNICIPAL PLAN NOTIFICATION CERTIFICATE

THE OFFICIALS OF LITTLE BRITAIN, AS REQUIRED BY THE LANCASTER COUNTY SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, RECEIVED A COPY OF THIS PLAN FOR THEIR INFORMATION. THIS CERTIFICATE DOES NOT IMPLICATE APPROVAL OR DISAPPROVAL OF THE PLAN BY THE LOCAL MUNICIPALITY, AND THE LOCAL MUNICIPALITY DOES NOT REPRESENT THE GUARANTEE THAT THIS PLAN COMPLIES WITH THE VARIOUS ORDINANCES, RULES, REGULATIONS OR LAWS OF THE LOCAL MUNICIPALITY, COUNTY, COMMONWEALTH OR FEDERAL GOVERNMENT.

TITLE



CERTIFICATE OF OWNERSHIP ACKNOWLEDGEMENT OF PLAN OFFER OF DEDICATION

BY: INDIVIDUAL - [Signature]
COUNTY OF LANCASTER
ON THIS 19th DAY OF SEPTEMBER, 1980, BEING THE UNDER-SIGNED OFFICER, PLANNING COMMISSIONER OF LITTLE BRITAIN, PENNSYLVANIA, DO HEREBY CERTIFY THAT THE ABOVE-NAMED INDIVIDUAL HAS BEEN DULY NOTICED OF THE PROVISIONS OF THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND THAT HE HAS AGREED TO THE SAME AND TO THE DEDICATION OF THE SAME TO THE PUBLIC USE OF THE STREETS AND OTHER PROPERTY IDENTIFIED AS PROMISED PUBLIC PROPERTY (HEREINAFTER REFERRED TO AS 'PUBLIC PROPERTY') AND HAS BEEN DULY ADVISED OF HIS RIGHTS AND OBLIGATIONS UNDER THE SAID ORDINANCE.

Notary Marie Cowen

DATE: AUG. 11, 1980
APPROVED BY: [Signature]
PLANNING COMMISSIONER, LITTLE BRITAIN, PA. 17363
DATE OF PLAN: AUG. 6, 1980
PAGE: 84
CERTIFICATION OF ACCURACY
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOW AND DESCRIBE ACCURATELY THE TRUE AND CORRECT LOCATION AND DIMENSIONS OF THE PROPERTY SUBMITTED AND LAND DEDICATION OR DRAINAGE.

PURCHASER'S ACCEPTANCE

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions of Sale subject to said Conditions, executes this Purchaser's Acceptance and agrees that it shall be binding upon Purchaser and the heirs, personal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due, Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of court, waiving present or future exemption laws and waiving right of appeal.

The sum Purchaser has agreed to pay is _____

Dollars (\$) _____).

Executed this _____, 2022.

WITNESS:

Purchaser

Post Office Address of Purchaser:

RECEIPT

Received from above Purchaser, on _____, 2022, on
account of the purchase price of _____
_____, a down-payment in the amount of
Thirty Thousand and 00/100 Dollars (\$30,000.00).

Mitchell A. Payne-Executor

Michael P. Payne-Executor

Melissa L. Rutt-Executor

Seller

SECTION 201 RURAL RESIDENTIAL DISTRICT (R-1)

201.1 PURPOSE AND INTENT - The purpose of the R-1 District is to provide basic housing types at rural densities. The R-1 District is specifically located in areas that are environmentally suitable for higher densities.

201.2 PERMITTED USES

- A. Accessory Buildings customarily incidental to permitted uses, subject to Section 303.
- B. Any form of Agriculture, as defined herein.
- C. Elder Cottage Housing Opportunity Units (ECHO), subject to Section 424.
- D. Municipal facilities.
- E. Public and non-profit parks and playgrounds.
- F. Public utilities.
- G. Single-Family Detached Dwellings.
- H. Solar Energy System, Small, subject to Section 456.1.
- I. Wind Energy System, Small, subject to Section 462.1.
- J. Geothermal Energy System, subject to Section 429.
- K. Wood Furnace, subject to Section 463.

201.3 SPECIAL EXCEPTIONS (Subject to the review procedures of Section 606 of this Ordinance)

- A. Conversion Apartments, subject to Section 418.
- B. Keeping of Livestock on lots less than twenty (20) acres in size, subject to Section 440.
- C. Two-Family conversions, subject to Section 459.
- D. Group Day Care facilities, subject to Section 432.
- E. Home Occupations, subject to Section 434.

- F. Greenhouses exceeding 5,000 square feet, subject to Section 431.
- G. Limited Wineries, subject to Section 441.

201.4 **CONDITIONAL USES** (Subject to the review procedures of Section 701 of this Ordinance)

- A. Bed and Breakfast Establishments, subject to Section 408.
- B. Churches and related uses, subject to Section 412.
- C. Public Schools, subject to Section 446.

201.5 **DESIGN STANDARDS**

Utilized Public Utilities	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth**	Maximum Lot Coverage	Maximum Net Density
None (On Site Water and Sewer)	43,560 43,560 sq. ft.	150'	150'	25%	1 Dwelling Unit per acre
Community Water or Alternative Sewer	21,780. 21,780 sq. ft.	125'	150'	25%	2 Dwelling Units per acre
Community Water and Alternative Sewer	16,500 16,500 sq. ft.	100'	125'	25%	2-4 Dwelling Units per acre

*At Building Setback Line
 **From Right-of-Way Line

201.6 **MINIMUM SETBACK REQUIREMENTS FOR PRINCIPAL BUILDINGS**

- A. Front Yards - Minimum of fifty (50) feet from the Right-of-Way Line.
- B. Side Yards - Each Lot shall have two (2) Side Yards, neither of which shall be less than fifteen (15) feet.
- C. Rear Yards - Minimum of fifty (50) feet in depth.
- D. Buildings housing Livestock, mushroom culture, manure, Agricultural Composting, waste storage or the open storage of manure or wastes, shall not be closer than seventy-five (75) feet to any public right-of-way or Property Line in separate ownership, nor closer than three hundred (300) feet to a Dwelling, any public or semi-public Use regularly open to the public, such as Hospitals, Nursing, Convalescent, Rest or Retirement Homes, Schools, parks,

churches, cemeteries, civic centers, historical restorations, fire stations, municipal buildings, retail operations and eating establishments. Additionally, Buildings housing poultry or hogs shall not be closer than seventy-five (75) feet to any public right-of-way nor closer than two hundred (200) feet from any Property Line in separate ownership. Individuals who own adjoining properties will only be upheld to the normal setbacks listed under letters "B" and "C" for lines that separate their common grounds.

Dwellings adjacent to agricultural uses – No Dwelling nor public or semi-public Use regularly open to the public, such as Hospitals, Nursing, Convalescent, Rest or Retirement Homes, Schools, parks, churches, cemeteries, civic centers, historical restorations, fire stations, municipal buildings, retail operations and eating establishments shall be located within sixty (60) feet of any lands used for agricultural purposes or within three hundred (300) feet of an existing Building housing Livestock or manure storage area that is in separate ownership.

201.7 MINIMUM SETBACK REQUIREMENTS FOR ACCESSORY BUILDINGS

- A. Front Yard - Minimum of sixty-five (65) feet from the Right-of-Way Line.
- B. Side Yard - Twelve (12) feet.
- C. Rear Yard - Ten (10) feet.
- D. Buildings housing Livestock, mushroom culture, manure, Agricultural Composting, waste storage or the open storage of manure or wastes, shall not be closer than seventy-five (75) feet to any public right-of-way or Property Line in separate ownership, nor closer than three hundred (300) feet to a Dwelling, any public or semi-public Use regularly open to the public, such as Hospitals, Nursing, Convalescent, Rest or Retirement Homes, Schools, parks, churches, cemeteries, civic centers, historical restorations, fire stations, municipal buildings, retail operations and eating establishments. Additionally, Buildings housing poultry or hogs shall not be closer than seventy-five (75) feet to any public right-of-way nor closer than two hundred (200) feet from any Property Line in separate ownership. Individuals who own adjoining properties will only be upheld to the normal setbacks listed under letters "B" and "C" for lines that separate their common grounds.

Dwellings adjacent to agricultural uses – No Dwelling nor public or semi-public Use regularly open to the public, such as Hospitals,

Nursing, Convalescent, Rest or Retirement Homes, Schools, parks, churches, cemeteries, civic centers, historical restorations, fire stations, municipal buildings, retail operations and eating establishments shall be located within sixty (60) feet of any lands used for agricultural purposes or within three hundred (300) feet of an existing Building housing Livestock or manure storage area that is in separate ownership.

201.8 HEIGHT REGULATIONS

- A. Maximum Height for all Structures shall not exceed thirty five (35) feet.
- B. Wind Energy System, Small, maximum height fifty (50') feet, per Section 462.1.

201.9 VEGETATION SETBACK REQUIREMENTS: All trees and shrubs planted shall be setback from adjacent land, used primarily for agricultural purposes, a distance adequate to prevent encroachment onto adjacent agricultural property when vegetation reaches maturity. Minimum setback shall be twenty (20) feet for shrubs and thirty (30) feet for trees. All shrubs and trees on Lots used primarily for residential purposes must be trimmed to prevent encroachment onto adjacent agricultural cropland.

201.10 FLAG LOTS - Within this District, the use of flag Lots is permitted for Single-Family Detached Dwellings, subject to Section 427.

201.11 APPLICABILITY OF GENERAL PROVISIONS - All uses permitted within this Zone shall also comply with all applicable General Provisions in Article III of this Ordinance.

SECTION 440 KEEPING OF LIVESTOCK ON LOTS LESS THAN TWENTY (20) ACRES IN SIZE

Within an applicable Zoning District as stated in Article II, the keeping of Livestock on Lots under twenty (20) acres in size is subject to the following:

440.1 FENCING - All Pastures or Grazing Areas shall be Fenced and maintained to prevent Livestock from leaving the property.

440.2 GRAZING - No Pastures or Grazing Areas shall be located within twenty-five (25) feet of any Residential District or area used primarily for residential purposes. Owner is required to maintain ninety-nine percent (99%) of the Pasture or Grazing Area in vegetative Coverage. No more than one percent (1%) of Pasture or Grazing Area is allowed to become an Animal Concentration Area.

440.3 MANURE STORAGE - No manure storage shall be located within one hundred (100) feet of any Lot Lines and Applicant must have a current manure disposal plan on file. Owner is required to have a manure or nutrient management plan for the property and the Township reserves the right to verify or inspect said records upon request.

440.4 MINIMUM LOT AREA - Separate areas shall be identified and set aside for various animals. GROUP 1 and GROUP 2 animals require a minimum of one (1) acre. GROUP 3 animals require a minimum of two (2) acres and separate areas identified and set aside at the stated densities:

FOR LOTS FROM 1.00 TO 4.99 ACRES IN SIZE:

GROUP 1: Animals whose average adult weight is less than fifteen (15) pounds shall be permitted at animal density of twelve (12) per acre, with a maximum number of fifty (50) animals.

GROUP 2: Animals whose average adult weight is between fifteen (15) and two hundred (200) pounds shall be permitted at an animal density of two (2) per acre, with a maximum number of ten (10) animals.

GROUP 3: Animals whose average adult weight is greater than two hundred (200) pounds shall be permitted at an animal density of one (1) per two (2) acres, with a maximum number of two (2) animals.

FOR LOTS FROM 5.00 TO 19.99 ACRES IN SIZE:

GROUP 1: Animals whose average adult weight is less than fifteen (15) pounds shall be permitted at animal density of twelve (12) per acre, with a maximum number of one hundred (100) animals.

GROUP 2: Animals whose average adult weight is between fifteen (15) and two hundred (200) pounds shall be permitted at an animal density of two (2) per acre.

GROUP 3: Animals whose average adult weight is greater than two hundred (200) pounds shall be permitted at an animal density of one (1) per two (2) acres.

440.5 MINIMUM SETBACKS - The following lists minimum setbacks (from all Property Lines) imposed upon the placement of any Structure used to house noncommercial Livestock:

GROUP 1 Animals

Up to 25 animals, a 25-foot setback.

Above 25 animals, a 50-foot setback.

GROUP 2 Animals

Up to 2 animals, a 50-foot setback.

Above 2 animals, a 100-foot setback.

GROUP 3 Animals

1 animal, a 50-foot setback.

Above 1 animal, a 100-foot setback.

440.6 STRUCTURES - All Structures used to house noncommercial Livestock shall be prohibited from placement in the Front Yard.

440.7 TRANSPORTATION HORSES - Horses used for primary means of transportation may be kept on one (1) acre with the stipulation that they must be housed in a Building or Buildings. A maximum of two (2) horses shall be permitted and all setbacks for Group 3 Animals set forth in Section 440.5 shall be adhered to.

SECTION 441 LIMITED WINERIES

Within an applicable Zoning District as stated in Article II, Limited Wineries are permitted by Special Exception, subject to the following criteria:

441.1 LICENSE -- A Limited Winery License issued by the Pennsylvania Liquor Control Board shall be required as a condition of any Special Exception approval.

441.2 MINIMUM SETBACK - All Structures shall be setback not less than two hundred (200) feet from a residentially-zoned area, and not less than one hundred fifty (150) feet from Lot Lines.

441.3 HEIGHT REGULATIONS - Notwithstanding provisions otherwise limiting maximum height, Structures exceeding the maximum permitted height